

**STATEWIDE COMPETITIVE CONTRACT  
AWARD**



**STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION  
OFFICE OF STATE PURCHASING**

NUMBER : 406649  
BUYER : ANN CAMPBELL  
BUYER PHONE : (225)342-8043  
T-NUMBER : 92017  
DATE ISSUED : 06/30/06  
VENDOR NUMBER : 561761729 01  
VENDOR PHONE : (800)775-1100  
REQ AGENCY : 107001

**OFFICE OF STATE PURCHASING**

AGENCY REQ NO. :  
ISIS REQ NO. : 1288334  
FISCAL YEAR : 07  
EFFECTIVE DATE : 07/01/06  
EXPIRATION DATE : 06/30/07

BAKER & TAYLOR INC  
ATTN ORDERING DEPT  
251 MT OLIVE CHURCH RD  
COMMERCE, GA 30599-1100

**LIBRARY BOOKS/STATE AND MEMBER LIBRARIES  
STATEWIDE**

1. THIS IS NOT AN ORDER TO SHIP OR BEGIN SERVICE). A CONTRACT RELEASE OR PURCHASE ORDER MUST BE ISSUED BEFORE YOU ARE AUTHORIZED TO SHIP (OR BEGIN SERVICE).
2. THIS IS NOTICE THAT THE CONTRACT REFERENCED ABOVE HAS BEEN AWARDED TO YOU BASED ON THE BID (OR PROPOSAL) SUBMITTED. ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE SOLICITATION WILL APPLY TO ALL ORDERS.
3. ANY AGENCY AUTHORIZED TO PURCHASE FROM THIS CONTRACT MUST ISSUE AN ORDER AND REFERENCE THE CONTRACT NUMBER, LINE NUMBER AND COMMODITY ITEM NUMBER FOR EACH ITEM.
4. CHANGES IN ITEMS TO BE FURNISHED ARE NOT PERMITTED (UNLESS APPROVED BY THE OFFICE OF STATE PURCHASING PRIOR TO DELIVERY). PRIOR APPROVAL MUST ALSO BE OBTAINED BEFORE DISTRIBUTORS CAN BE ADDED OR DELETED.
5. IF A DISTRIBUTOR LIST WAS SUBMITTED, CONTRACTOR MUST SEND COPIES OF THIS AWARD TO EACH DISTRIBUTOR.
6. QUANTITIES LISTED ARE ESTIMATED AND NO QUANTITIES ARE GUARANTEED (UNLESS "COMMITTED VOLUME" IS SPECIFICALLY STATED). CONTRACTOR MUST SUPPLY ACTUAL REQUIREMENTS ORDERED AT THE CONTRACT PRICE AWARDED.
7. COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. CONTRACTOR AGREES TO NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

RECOMMENDING APPROVAL:

*Ann Campbell*  
STATE PURCHASING OFFICER/SUPERVISOR

APPROVED BY:

*Denise Lea*  
DENISE LEA  
DIRECTOR OF PURCHASING

SPECIAL TERMS AND CONDITIONS	STATEWIDE COMPETITIVE CONTRACT	
NUMBER : 406649 T-NUMBER : 92017	VENDOR: BAKER & TAYLOR INC	PAGE 2

- 1 INVOICE: SEPARATE ACCOUNTS AND ACCOUNT NUMBERS FOR APPROXIMATELY 90 DIFFERENT LIBRARIES MUST BE MAINTAINED. INVOICES IN DUPLICATE SHOULD BE MAILED FIRST CLASS SEPARATELY FROM BOOKS AND ADDRESSED TO THE INDIVIDUAL ORDERING LIBRARY. A THIRD INVOICE COPY SHOULD ACCOMPANY EACH SHIPMENT OF BOOKS AS A PACKING CHECK. ALL ITEMS SHOULD BE ALPHABETICALLY ARRANGED BY BOOK TITLE AND SHOULD ALSO INCLUDE THE FOLLOWING: AUTHOR, NUMBER OF COPIES, LIST PRICE, DISCOUNT RATE, EXTENDED PRICE, AND ORDER OR P.O. NUMBER, IF APPLICABLE.

PAYMENT: ANY STATE AGENCY IS DIRECTED TO PAY THE CONTRACTOR UPON PRESENTATION OF PROPERLY EXECUTED INVOICE AFTER GOODS HAVE BEEN RECEIVED, INSPECTED AND ACCEPTED. INVOICES WILL BE PAID WITHIN THIRTY (30) DAYS OF RECEIPT OF COMPLETE AND SATISFACTORY DELIVERY, OR RECEIPT OF PROPERLY EXECUTED INVOICE, WHICHEVER IS LATER. IN CASE OF PARTIAL SHIPMENTS, THE STATE AGENCY SHALL NOT REFUSE TO MAKE PAYMENT ON ITEMS DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER.

GUARANTEE AND LIABILITY CLAUSE: THE CONTRACTOR ACCEPTS THE FOLLOWING GUARANTEES:

- A) GUARANTEE THAT THE MATERIALS DELIVERED ARE FREE FROM DEFECTS IN DESIGN AND CONSTRUCTION.
- B) GUARANTEE THAT THE MATERIALS ARE THE MANUFACTURER'S STANDARD DESIGN IN CONSTRUCTION AND THAT NO CHANGES OR SUBSTITUTIONS HAVE BEEN MADE IN THE ITEMS LISTED IN THIS CONTRACT.

THE CONTRACTOR HOLDS AND SAVES THE STATE, ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM LIABILITY OF ANY KIND, INCLUDING COSTS AND EXPENSES ON ACCOUNT OF ANY PATENTED OR UNPATENTED INVENTION, ARTICLES, DEVICES OR APPLIANCES MANUFACTURED OR USED IN THE PERFORMANCE OF THIS CONTRACT, INCLUDING USE BY THE GOVERNMENT.

GOVERNMENTAL RESTRICTIONS: IN THE EVENT ANY GOVERNMENTAL RESTRICTIONS MAY BE IMPOSED WHICH WOULD NECESSITATE ALTERATION OF THE MATERIAL, QUALITY, WORKMANSHIP OR PERFORMANCE OF THE ITEMS OFFERED ON THIS PROPOSAL PRIOR TO THEIR DELIVERY, IT SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL BIDDER TO NOTIFY STATE PURCHASING AT ONCE, INDICATING IN HIS LETTER THE SPECIFIC REGULATION WHICH REQUIRED SUCH ALTERATIONS. THE STATE RESERVES THE RIGHT TO ACCEPT ANY SUCH ALTERATIONS, INCLUDING ANY PRICE ADJUSTMENTS OCCASIONED THEREBY, OR TO CANCEL THE CONTRACT.

- 2 VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.
- 3 PRICE REDUCTIONS. WHENEVER THERE IS A REDUCTION IN PRICE, WHICH IS LOWER THAN THE CONTRACT PRICE, OFFERED TO SIMILARLY SITUATED CUSTOMERS CONTRACTING FOR THE SAME PERIOD AND UNDER THE SAME TERMS AND CONDITIONS, SAID REDUCTION MUST BE PRESENTED DIRECTLY TO THE DIRECTOR OF STATE PURCHASING. NO PRICE REDUCTION ON A STATEWIDE CONTRACT MAY BE OFFERED TO AN AGENCY UNLESS THAT REDUCTION IS OFFERED TO ALL AGENCIES.
- 4 DELIVERIES. CONTRACTORS WILL MAINTAIN AN ADEQUATE SUPPLY OF ALL ITEMS IN ORDER TO MEET SPECIFIED DELIVERY.
- 5 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL

## SPECIAL TERMS AND CONDITIONS

## STATEWIDE COMPETITIVE CONTRACT

NUMBER : 406649  
T-NUMBER : 92017

VENDOR: BAKER &amp; TAYLOR INC

PAGE  
3

EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

- 6 ORDERS. ALL STATE AGENCIES ARE TO ISSUE CONTRACT RELEASE ORDERS FOR THE ITEMS REQUIRED, AS AND WHEN NEEDED. POLITICAL SUBDIVISIONS OF THE STATE AND QUASI AGENCIES WHO HAVE BEEN AUTHORIZED TO PURCHASE FROM CONTRACTS MADE BY THE OFFICE OF STATE PURCHASING, ARE TO ISSUE THEIR REGULAR PURCHASE ORDERS DIRECTLY TO THE SUPPLIER, MAKING REFERENCE TO THE CONTRACT AND ITEM NUMBER.

- 7 CANCELLATION  
THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.

- 8 CONTRACT PERFORMANCE EVALUATION  
IN AN EFFORT TO IMPROVE OUR CONTRACTS TO MEET THE NEEDS OF THE AGENCIES WE SERVE, THE CONTRACTOR'S PERFORMANCE WILL BE MONITORED. AGENCIES' FEEDBACK WILL BE REQUESTED REGARDING CUSTOMER SERVICE, DELIVERY, PRODUCT QUALITY, BILLING, OVERALL EFFECTIVENESS OF THE CONTRACT, AND ANY NEEDED CHANGES. THEIR RESPONSES WILL BE CONSIDERED IN DETERMINING OUR OPTIONS FOR RENEWALS OR REVISIONS AND REBIDDING. TO VIEW THE CONTENT OF THE CONTRACT PERFORMANCE EVALUATION FORM, GO TO [WWW.STATE.LA.US/OSP/ONLINEFORMS/FORMLISTING.HTM](http://WWW.STATE.LA.US/OSP/ONLINEFORMS/FORMLISTING.HTM) OR CALL FOR A COPY.

AGENCY REPORTS OF DEFICIENT PERFORMANCE WILL BE APPROPRIATELY ADDRESSED DURING THE CONTRACT PERIOD.

9 CONTRACT SPECIFICATIONS:

THIS IS TO ESTABLISH A CONTRACT FOR THE PURCHASE OF BOOKS FOR THE STATE LIBRARY OF LOUISIANA (SLL) AND APPROXIMATELY 90 MEMBER LIBRARIES OF THE SLL SPECIALIZED CATALOGING ASSISTANCE CENTER (SEE ATTACHED LIST).

1. TYPE AND AMOUNT OF PURCHASES:

THE TYPES OF BOOKS TO BE COVERED BY THIS CONTRACT INCLUDE ALL DOMESTIC IN-PRINT MONOGRAPHIC PUBLICATIONS NORMALLY AVAILABLE THROUGH COMMERCIAL OR TRADE CHANNELS. ALL PUBLISHERS LISTED IN THE PUBLISHER'S TRADE LIST ANNUAL (PTLA) SHOULD BE HANDLED BY THE BIDDING CONTRACTOR, WHO MUST BE OF SUFFICIENT SIZE AND EXPERIENCE TO BE ABLE TO HANDLE THIS TYPE OF CONTRACT WITHIN THE SERVICE PARAMETERS SPECIFIED BELOW. AN INVENTORY OF AT LEAST 200,000 TITLES REPRESENTING CURRENT BOOKS SUITABLE TO PUBLIC LIBRARIES SHOULD BE MAINTAINED. THE AMOUNT OF PURCHASING IS ANTICIPATED TO BE AT THE LEVEL OF APPROXIMATELY \$2,400,000.00 PER ANNUM. NO PROVISION OF THIS CONTRACT MAY BE CONSTRUED TO PREVENT SLL OR MEMBER LIBRARIES FROM PURCHASING BOOKS THROUGH OTHER MEANS SHOWN TO BE MORE COST BENEFICIAL OR TO BE NECESSARY DUE TO CHANGES IN PREVAILING CONDITIONS.

VENDORS ARE REQUESTED TO PROVIDE THE FOLLOWING INFORMATION, DETAILING THEIR ABILITY TO MEET THESE CONDITIONS. BIDDER SHOULD ATTACH A SEPARATE SHEET WITH THIS INFORMATION.

- NUMBER OF VOLUMES AND NUMBER OF TITLES IN WAREHOUSE
- PERCENTAGE OF VOLUMES AND TITLES IN EACH BID CATEGORY

SPECIAL TERMS AND CONDITIONS	STATEWIDE COMPETITIVE CONTRACT	
NUMBER : 406649 T-NUMBER : 92017	VENDOR: BAKER & TAYLOR INC	PAGE 4

- WAREHOUSE/SHIPPING LOCATIONS
- AMOUNT OF SALES TO PUBLIC LIBRARIES IN THE YEAR 2005
- PERCENTAGE OF TOTAL PUBLIC LIBRARY SALES BILLED AT EACH DISCOUNT RATE IN 2005
- SELECTION TOOLS AVAILABLE TO LIBRARIES

PRIOR TO AWARD VENDOR MAY BE REQUIRED TO PROVIDE PROOF THAT ITS CURRENT INVENTORY (AT TIME OF BID OPENING) MEETS THE SPECIFICATIONS ABOVE.

## 2. SERVICE PARAMETERS:

A) ORDERING: ALL ORDERING FOR THE STATE LIBRARY UNDER THIS CONTRACT WILL BE INITIATED BY THE SLL SPECIALIZED CATALOGING ASSISTANCE CENTER BY MEANS OF PAPER, ELECTRONIC ORDER, PHONE, OR FAX. MEMBER LIBRARIES WILL ORDER MATERIALS IN SIMILAR FASHION.

B) ELECTRONIC/INTERNET ORDERING: THE VENDOR MUST BE ABLE TO SUPPORT THE ELECTRONIC ORDERING OF BOOKS AND OTHER LIBRARY MATERIALS, AND MAKE AVAILABLE TO THE STATE LIBRARY AND MEMBER LIBRARIES, FREE OF CHARGE, AN INTERNET-BASED ORDERING MECHANISM. THIS SOFTWARE/MECHANISM SHOULD BE CAPABLE OF DELIVERING ORDER CONFIRMATION AND SHOULD SUPPORT ELECTRONIC DATA INTERCHANGE PROTOCOLS, SUCH AS BISAC AND X12. ELECTRONIC TRANSACTIONS BETWEEN VENDOR AND CUSTOMERS SHOULD TAKE PLACE OVER A SECURE, PRIVATE NETWORK.

C) DELIVERY AND FULFILLMENT EXPECTATIONS: AT LEAST 75% OF THE TITLES ON AN ORDER (EXCEPT FOR PREPUBLICATION ORDERS) SHOULD BE SUPPLIED BY THE CONTRACTOR WITHIN 30 DAYS AFTER RECEIPT OF THE ORDER. CONSISTENT FAILURE TO MAINTAIN THIS MINIMUM TIME CONSIDERATION MAY BE CONSIDERED GROUNDS FOR AWARDED OF THE CONTRACT TO ANOTHER BIDDER. THE CONSISTENT INABILITY OF THE CONTRACTOR TO SUPPLY ORDERED MATERIALS THAT ARE NOT OUT OF PRINT WILL ALSO BE GROUNDS FOR CANCELLATION.

D) RUSH ORDERING: UP TO 5% OF THE TOTAL OF THE CONTRACT MAY REQUIRE "RUSH" OR EXPEDITED SEPARATE HANDLING BY THE CONTRACTOR AT NO ADDITIONAL CHARGE.

E) CREDIT MEMORANDA AND REPLACEMENTS: THE CONTRACTOR WILL PROVIDE SLL AND MEMBER LIBRARIES APPROPRIATE FORMS FOR THE PREPARATION OF CREDIT MEMORANDA TO BE USED IN THE EVENT OF INCORRECT OR INCOMPLETE SHIPMENTS OR SIMILAR PROBLEMS. REPLACEMENT AT NO CHARGE FOR BOOKS DISCOVERED TO BE DEFECTIVE WILL BE MADE BY THE CONTRACTOR FOR UP TO ONE YEAR AFTER RECEIPT OF BOOK AT SLL OR MEMBER LIBRARIES, REGARDLESS OF WHETHER THE BOOK HAS BEEN PROCESSED.

F) NONAVAILABILITY REPORTING: BOOKS WHICH CANNOT BE SUPPLIED WITHIN 60 DAYS WILL BE INDICATED WITH A STATUS REPORT, ELECTRONIC OR PAPER. THIS REPORT SHOULD LIST THE TITLE, AUTHOR, NUMBER OF COPIES ORDERED, PUBLISHER, THE REASON FOR CURRENT UNAVAILABILITY AND THE ORDER ACCOUNT NAME(S) AND NUMBER(S). ALL ORDERS DISCOVERED TO BE OUT OF PRINT OR INDEFINITELY OUT OF STOCK AT THE PUBLISHING SOURCE SHOULD BE CANCELLED.

G) COMMUNICATION: THE CONTRACTOR SHOULD HAVE IN OPERATION AN E-MAIL ADDRESS AND TOLL-FREE NUMBER OR ACCEPT COLLECT CALLS FROM SLL AND MEMBER LIBRARIES IN ORDER TO FACILITATE AND EXPEDITE ORDERS IN PROCESS AND OTHER ROUTINE BUSINESS. THE CONTRACTOR SHOULD HAVE THE CAPABILITY TO SERVICE EXTRAORDINARY REQUESTS OR ORDERS BY TELEPHONE OR FAX. THESE WILL BE KEPT TO A MINIMUM.

## 3. OBLIGATIONS OF SLL:

A) PAYMENT: INVOICES PROPERLY APPROVED TO VERIFY RECEIPT OF ALL

SPECIAL TERMS AND CONDITIONS	STATEWIDE COMPETITIVE CONTRACT	
NUMBER : 406649 T-NUMBER : 92017	VENDOR: BAKER & TAYLOR INC	PAGE 5

ITEMS WILL BE PAID PROMPTLY BY THE STATE OF LOUISIANA WHEN THEY REPRESENT MATERIAL ORDERED FOR THE STATE LIBRARY. REFER TO THE PROVISIONS ENTITLED "PAYMENT" IN THE TERMS AND CONDITIONS SECTION, FOR STATE AGENCIES' PAYMENT GUIDELINES.

B) MEDIATION: SLL WILL ATTEMPT TO SOLVE PROBLEMS WHICH MAY ARISE BETWEEN LOCAL LIBRARIES AND THE CONTRACTOR IF SUCH MATTERS HAVE ORIGINATED THROUGH THE OPERATION OF THIS CONTRACT.

10 THE FOLLOWING TABLE LISTS THE VARIOUS DISCOUNT CATEGORIES OF BOOKS PURCHASED THROUGH SLL AND MEMBER LIBRARIES, AND PROJECTS AN ESTIMATED PERCENTAGE OF THE WHOLE REPRESENTED BY ORDERS IN EACH CATEGORY. THE FOLLOWING DEFINITIONS ARE USED IN THE BIDDER'S DISCOUNT SCHEDULE TO DENOTE THE TWELVE CATEGORIES OF LIBRARY MATERIALS ON WHICH BIDS ARE SOUGHT:

- CATEGORY I - ADULT TRADE HARDCOVER, EDITIONS (MAY INCLUDE SOME SPOKEN WORD AUDIO MATERIALS) HIGH DEMAND, MATERIALS FROM WIDELY DISTRIBUTED PUBLISHERS.
- CATEGORY II - JUVENILE TRADE HARDCOVER EDITIONS HIGH DEMAND, JUVENILE MATERIALS FROM WIDELY DISTRIBUTED PUBLISHERS.
- CATEGORY III - ADULT QUALITY PAPERBACK EDITIONS, HIGH DEMAND PAPERBACK MATERIALS FROM WIDELY DISTRIBUTED PUBLISHERS, OTHER THAN STANDARD RACK SIZE PAPERBACKS.
- CATEGORY IV - JUVENILE QUALITY PAPERBACK EDITIONS, HIGH DEMAND PAPERBACK MATERIALS FROM WIDELY DISTRIBUTED PUBLISHERS, OTHER THAN STANDARD RACK SIZE PAPERBACKS.
- CATEGORY V - MASS MARKET PAPERBACK EDITIONS, STANDARD RACK SIZE PAPERBACK TYPICALLY FOUND AT RETAIL OUTLETS.
- CATEGORY VI - SINGLE EDITION REINFORCED, HIGH QUALITY BINDING DESIGNED TO PROVIDE A LONG SHELF LIFE IN A HEAVY USE ENVIRONMENT BINDING IS FANNED AND GLUED. SUBJECT CONTENT TO INCLUDE BOTH FICTIONAL AND NON-FICTIONAL FOR JUVENILES & ADULTS
- CATEGORY VII - PUBLISHER LIBRARY EDITIONS, FICTIONAL AND NON-FICTIONAL FOR JUVENILES & ADULTS. BINDING TO BE FANNED, SEWN AND GLUED.
- CATEGORY VIII - UNIVERSITY PRESS TRADE EDITIONS (MAY INCLUDE SOME SPOKEN WORD AUDIO MATERIALS) INCLUDES UNIVERSITY PRESS TRADE EDITIONS FOR BOTH ADULT AND JUVENILES.
- CATEGORY IX - TEXT, TECHNICAL, REFERENCE, SMALL PRESS AND TITLES OF LIMITED DEMAND, INCLUDES BUT IS NOT LIMITED TO TEXT, TECHNICAL, REFERENCE, PROFESSIONAL MEDICAL, SMALL PRESS AND SOME UNIVERSITY PRESS TITLES (EXCLUDING UNIVERSITY PRESS TRADE EDITIONS) MATERIALS ARE BOTH ADULT AND JUVENILE AND MAY BE OF ANY TYPE OF BINDING.
- CATEGORY X - IMPORTED ENGLISH AND NON-ENGLISH LANGUAGE EDITIONS TITLES PRODUCED AND DISTRIBUTED OUTSIDE OF THE DOMESTIC US. THESE TITLES MAY BE OF ANY BINDING.
- CATEGORY XI - ENHANCED SERVICE PROGRAM TITLES, INCLUDES MATERIALS SOLD TO WHOLESALERS AT NO DISCOUNT.
- CATEGORY XII - SPOKEN WORD AUDIO, PRIMARILY ABRIDGED MATERIALS IN FICTION OR NON-FICTION WITH A BROAD SUBJECT MATTER.

11 CONTRACT USAGE REPORT:

SPECIAL TERMS AND CONDITIONS		STATEWIDE COMPETITIVE CONTRACT	
NUMBER : 406649 T-NUMBER : 92017		VENDOR: BAKER & TAYLOR INC	PAGE 6
<p>THE SUCCESSFUL VENDOR SHOULD KEEP A COPY OF ALL ORDERS ISSUED AGAINST THIS CONTRACT DURING THE CONTRACT PERIOD. APPROXIMATELY FOUR (4) MONTHS PRIOR TO THE END OF THE CONTRACT PERIOD, VENDOR IS TO BE PREPARED TO SUBMIT TO THE OFFICE OF STATE PURCHASING A CONTRACT USAGE REPORT WITH COPIES OF ALL ORDERS.</p> <p>THE USAGE REPORT IS TO INCLUDE THE VENDOR'S NAME, PHONE AND FAX NUMBERS, THE PERSON'S NAME WHO COMPILED THE REPORT, A SUMMARY BY CATEGORY AND SUB-CATEGORY WITH QUANTITY PURCHASED AND TOTAL VALUE OF EACH CATEGORY AND SUB-CATEGORY. ADDITIONALLY THE REPORT IS TO SUMMARIZE THE TOTAL DOLLAR VOLUME OF THE ENTIRE CONTRACT. VENDOR MAY SUBMIT COMPUTER GENERATED REPORTS AND CAN ITEMIZE BY ORDER NUMBER, BY CATEGORY &amp; SUB-CATEGORY, BUT THE CATEGORY &amp; SUB-CATEGORY TOTALS, CONTRACT TOTALS, AND COPIES OF ORDERS ARE REQUIRED.</p> <p>12 NON-EXCLUSIVITY CLAUSE THIS AGREEMENT IS NON-EXCLUSIVE AND SHALL NOT IN ANY WAY PRECLUDE THE STATE LIBRARY OR MEMBER LIBRARIES FROM ENTERING INTO SIMILAR AGREEMENTS AND/OR ARRANGEMENTS WITH OTHER VENDORS OR FROM ACQUIRING SIMILAR SERVICES FROM OTHER SOURCES.</p> <p>13 AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.</p>			

PRICE SHEET		STATEWIDE COMPETITIVE CONTRACT			
NUMBER : 406649 T-NUMBER : 92017		VENDOR: BAKER & TAYLOR INC			PAGE 7
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
00001	<p>UNLESS SPECIFIED OTHERWISE BELOW:</p> <p>SHIP TO: STATEWIDE DELIVERY</p> <p>COMMODITY CODE: 715-10-011027</p> <p>LIBRARY BOOK CONTRACT-PURCHASE-FOR STATE LIBRARY &amp; MEMBER LIBRARIES OF THE LA STATE LIBRARY SPECIALIZED CATALOGING ASSISTANCE CENTER</p> <p>THIS IS ONE OF TWO (2) AWARDED CONTRACTS. AGENCIES ARE ADVISED, WHEN ORDERING, TO FIRST CONSIDER THE CONTRACTOR OFFERING THE LOWEST PRICE. IN THE EVENT THAT DELIVERY, AVAILABILITY, OR OTHER CONSIDERATIONS CANNOT MEET THE PROGRAM REQUIREMENTS, THE CONTRACT VENDOR OFFERING THE NEXT BEST PRICE MAY BE USED FOR THE PRODUCT/SERVICE REQUIRED.</p> <p>FOLLOWING ARE TWELVE (12) CATEGORIES OF PUBLICATIONS AND THEIR RESPECTIVE DISCOUNTS OFF LIST PRICES:</p> <p>CATEGORY I - ADULT TRADE HARDCOVER, EDITIONS (MAY INCLUDE SOME SPOKEN WORD AUDIO MATERIALS) HIGH DEMAND, MATERIALS FROM WIDELY DISTRIBUTED PUBLISHERS.</p> <p>1 COPY TITLE : 45.8% 2+ COPIES TITLE 46.0%</p> <p>CATEGORY II - JUVENILE TRADE HARDCOVER EDITIONS HIGH DEMAND, JUVENILE MATERIALS FROM WIDELY DISTRIBUTED PUBLISHERS.</p> <p>1 COPY TITLE 45.8% 2+ COPIES TITLE 46.0%</p> <p>CATEGORY III - ADULT QUALITY PAPERBACK EDITIONS, HIGH DEMAND PAPERBACK MATERIALS FROM WIDELY DISTRIBUTED PUBLISHERS, OTHER THAN STANDARD RACK SIZE PAPERBACKS.</p> <p>1 COPY TITLE 33.0% 2-3 COPIES TITLE 41.5% 4+ COPIES TITLE 43.0%</p> <p>CATEGORY IV - JUVENILE QUALITY PAPERBACK EDITIONS, HIGH DEMAND PAPERBACK MATERIALS FROM WIDELY DISTRIBUTED PUBLISHERS, OTHER THAN STANDARD RACK SIZE PAPERBACKS.</p> <p>1 COPY TITLE 33.0% 2-3 COPIES TITLE 41.5% 4+ COPIES TITLE 43.0%</p> <p>CATEGORY V - MASS MARKET PAPERBACK EDITIONS, STANDARD RACK SIZE PAPERBACK TYPICALLY FOUND AT RETAIL OUTLETS.</p> <p>1 COPY TITLE 33.0% 2-3 COPIES TITLE 41.5% 4+ COPIES TITLE 43.0%</p> <p>CATEGORY VI - SINGLE EDITION REINFORCED, HIGH QUALITY BINDING DESIGN</p>	1	LOT	N/A	

PRICE SHEET		STATEWIDE COMPETITIVE CONTRACT			
NUMBER : 406649 T-NUMBER : 92017		VENDOR: BAKER & TAYLOR INC			PAGE 8
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
	<p>TO PROVIDE A LONG SHELF LIFE IN A HEAVY USE ENVIRONMENT BINDING IS FANNED AND GLUED. SUBJECT CONTENT TO INCLUDE BOTH FICTIONAL AND NON-FICTIONAL AND NON-FICTIONAL FOR JUVENILES &amp; ADULTS</p> <p>1+ COPY TITLE 22.0%</p> <p>CATEGORY VII - PUBLISHER LIBRARY EDITION FICTIONAL AND NON-FICTIONAL FOR JUVENILES &amp; ADULTS. BINDING TO BE FANNED SEWN AND GLUED.</p> <p>1+ COPY TITLE 22.0%</p> <p>CATEGORY VIII - UNIVERSITY PRESS TRADE EDITIONS (MAY INCLUDE SOME SPOKEN WORD AUDIO MATERIALS) INCLUDES UNIVERSITY PRESS TRADE EDITIONS FOR BOTH ADULT AND JUVENILES.</p> <p>1+ COPY TITLE 10.0%</p> <p>CATEGORY IX - TEXT, TECHNICAL, REFERENCE SMALL PRESS AND TITLES OF LIMITED DEMAND, INCLUDES BUT IS NOT LIMITED TO TO TEXT, TECHNICAL, REFERENCE, PROFESSIONAL MEDICAL, SMALL PRESS AND SOME UNIVERSITY PRESS TITLES (EXCLUDING UNIVERSITY PRESS TRADE EDITIONS) MATERIALS ARE BOTH ADULT AND JUVENILE AND MAY BE OF ANY TYPE OF BINDING.</p> <p>BOOKS CODED AS: S= 10.0% X= 10.0% 6= 10.0% 8= 10.0% ALL OTHER BOOKS IN THIS CATEGORY 0% DISCOUNT</p> <p>CATEGORY X - IMPORTED ENGLISH AND NON-ENGLISH LANGUAGE EDITIONS TITLES PRODUCED AND DISTRIBUTED OUTSIDE OF THE DOMESTIC US. THESE TITLE MAY BE OF ANY BINDING.</p> <p>ALL TITLES = 0% DISCOUNT</p> <p>CATEGORY XI - ENHANCED SERVICE PROGRAM TITLES, INCLUDES MATERIALS SOLD TO WHOLESALERS AT NO DISCOUNT.</p> <p>ALL TITLES = 0% DISCOUNT</p> <p>CATEGORY XII - SPOKEN WORD AUDIO, PRIMARLY ABRIDGED MATERIALS IN FICTION OR NON-FICTION WITH A BROAD SUBJECT</p> <p>ALL TITLES = 45.0% DISCOUNT</p>				
00002	<p>COMMODITY CODE: 715-10-011027</p> <p>UPCHARGE FOR ADDITIONAL SERVICES:</p> <p>COVER-UPS INSTALLED ON PAPERBACKS. SELF-ADHESIVE, MIN. 12-MIL CLEAR VINYL (PVC) OR EQUAL COVERS. VINYL IS SEMI-RIGID EXCEPT FOR A 2.5-MIL SPINE. IS COMPLETELY FLEXIBLE IN ORDER TO FIT BOOKS OF DIFFERENT THICKNESS. THE ADHESIVE SHOULD BE PERMANENT.</p> <p>\$2.10/EACH</p>	1	LOT	N/A	



PRICE SHEET		STATEWIDE COMPETITIVE CONTRACT			
NUMBER : 406649 T-NUMBER : 92017		VENDOR: BAKER & TAYLOR INC			PAGE 9
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
	<p>JACKETING: 1.5 MIL POLYESTER COVERS WITH WHITE BACKING PAPER.</p> <p>\$ .59/EACH LOOSE; \$ .67/EACH ATTACHED</p> <p>SUPPLY AND AFFIX SECURITY DEVICE (TATTLE TAPE)</p> <p>\$ .50/EACH</p> <p>SUPPLY AND AFFIX GENERIC DATE DUE SLIPS</p> <p>\$ .20/EACH</p> <p>SUPPLY AND AFFIX GENERIC BOOK POCKETS</p> <p>\$ .29/EACH</p> <p>STANDARD CATALOGING SERVICE LC SERVICE; LC-DISTRIBUTED RECORDS, IF AVAILABLE; ELSE PROVISIONAL VENDOR SUPPLIED RECORDS.</p> <p>\$ .15 PER RECORD DOWNLOADED FROM INTERNET</p> <p>\$ .39/EACH ON DISK</p> <p>CATALOG KITS \$ .79/EACH</p> <p>CATALOGING AND PROCESSING (SHELF-READY BOOKS)</p> <p>MYLAR JACKET, SPINE LABEL, BOOK POCKET W/CARD \$ 1.10 EACH</p> <p>MYLAR JACKET, SPINE LABEL, BOOK POCKET W/CARD AND 1 CARD SET 1.29 EACH</p>				